

Terms of Use

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State Regulated Profession: You understand that there are licensing and continuing education requirements for the real estate profession which are set by the state oversight agency that regulates that profession, and they vary state by state. You are responsible for and must familiarize yourself with both your state’s requirements (i.e. eligibility, attendance, completion) and Kaplan’s requirements to successfully complete the base education to seek licensure in the profession. State attendance requirements are highlighted below for your convenience. Please always consult the state’s webpage for the profession to review complete and current information.

Attendance & Progress: Attendance and participation have proven to be key factors in accomplishing the learning objectives set forth in your course. Attendance and work completed will be tracked in all delivery modes. You must progress and complete within the time period permitted, otherwise the work you complete will not receive credit. Completion certificates will not be issued until all requirements are met.

Attendance Policy for eLearning courses (asynchronous)	Attendance for eLearning is activated through your login and your documentable participation (actively noted milestones and progress markers). Upon purchase, you will have access to the course for six months . You must log in to the Learning Management System and complete the required work noted in the course outline. Supplemental live courses that are part of the correspondence program. Supplemental live classes are eLearning or correspondence course. Completion or attendance in the supplemental live courses do not meet the requirements. To complete the program, you must complete the course work and pass the final exam. Failure to do so can result in your course access expiring. Upon completion of the course, students will receive a certificate of completion.
Attendance Policy for Regulated Live Classes	Attendance in Live Classes is defined as a student physically attending a live classroom on the scheduled date and time. Attendance is tracked through rosters and sign in sheets. On Zoom, cameras must be on and visual monitoring must take place. Classroom coordinators or instructors are responsible for collecting attendance information. A student who does not attend a live class session will not receive credit for that session. A student who is late to a live class session will not receive credit for that session. A student who leaves a live class session early will not receive credit for that session. A student who is absent from a live class session will not receive credit for that session. You are expected to attend the course for which you are enrolled and remain in class for its complete duration.

Supplemental Specific Attendance Requirements for Residents in these States:

Colorado	100% attendance requirement for Regulated Real Estate Live classes (this includes Licensing and Continuing Education). Students unable to meet the attendance requirements will not be eligible to take the final exam and will be required to retake the course. However, the certificate of completion will be held until all the attendance requirements have been met.
Minnesota	100% attendance requirement for all Regulated Live classes. Students in the Pre-Licensing courses can make up missed day sessions in another live class offering. For Continuing Education classes, students must attend the time and date of the session in its entirety. There is no make-up provision given their short duration. If a student misses time in a CE class, they can make up the missed time in the next course offering and must attend the entire session, fulfilling the 100% attendance requirement.
New Mexico	90% attendance requirement for all Regulated Live classes. Students not able to meet the attendance requirements will not be eligible to take the final exam and will be required to retake the course. Once that time is made up, the attendance will be entered and they will be eligible for their certificate of completion.
North Carolina	80% attendance requirement for Pre-license classes and a 90% attendance requirement for Post License classes. Students unable to meet the attendance requirements will not be eligible to take the final exam and will be required to retake the course. Withdrawn students can repeat the course within 6 months of the initial course ending date for no additional fee, subject to the same attendance requirement.
Texas	100% attendance requirement for Real Estate Continuing Education. If you cannot meet the time requirements, you may be required to attend a course completion certificate. However, you can reschedule to attend a different day, but you must complete the course on that day, for Continuing Education.



Please note that we offer supplemental live real estate pre-licensing courses in California, Colorado and Texas. However, these courses fall under the eLearning attendance policy since they are approved correspondence courses. Attendance and course work for these courses are monitored through the learning management system. Students must meet the attendance and course requirements to complete the course. Upon completion of the course, students will receive a completion certificate.

Purchases and Pricing

You agree to make full payment in the amount(s) listed in your shopping cart or the order confirmation email. Discount or pricing adjustment requests must be made at time of purchase. Discounted pricing cannot be combined with any other offers, coupons, discounts, or promotions. We reserve the right to correct any incorrect pricing / charges that may have occurred.

Refund and Cancellation Policies

To cancel your enrollment and request a refund, contact Kaplan Real Estate Education at 800-636-9517. You have 30 days from purchase in both the live and web based courses to cancel your enrollment. If a student fails to attend their scheduled class and is beyond the 30 day refund period, the student may reschedule and transfer to another scheduled date as long as they are still within their six month enrollment period.

In the unlikely event that Kaplan needs to cancel a class, you will be notified five (5) calendar days in advance whenever possible. Students will be offered rescheduling options. If rescheduling efforts are not successful, students will receive a full refund for the course canceled by Kaplan.

All policies are subject to the individual state rules and/or requirements as applicable. Please see the “State Policies” section below or check with your state regulatory agency.

Purchase	Refund
Web-based Courses and Classes (Asynchronous)	Students are eligible for a full tuition refund (*less applicable fees) within 30 days of purchase, class has NOT been completed. Students receive access to their course immediately upon purchase. Web-based courses and classes are available during your course access period. All associated shipping charges are non-refundable.
Live Class (Scheduled Classes In person or Live Online)	Students are eligible for a full tuition refund (*less applicable fees) for up to 30 days after the date the class has NOT been completed. For Live classes, you must return any unused materials. All materials must be returned in original, like-new, resalable condition and in the original packaging and/or shrink-wrap. Shipping charges are non-refundable.
Paper-based study materials, prepackaged software, or product packages	Returns of paper-based study materials, prepackaged software, or product packages will be accepted within 30 days of the date you receive your order. All materials must be returned in original, like-new, resalable condition and in the original packaging and/or shrink-wrap, and product package returns must include all originally shipped materials. The responsibility for return materials is the responsibility of the student. Refunds will be made within 30 days from the date of receipt. Non-receipt of shipment disputes must be made within 90 days of original purchase date. You must contact our Customer Service department via phone, fax or email, to obtain a Return Authorization number. The box the materials are returned in must be postmarked within 30 days of receipt of the Return Authorization number to include the RA number with the returned items. Please return the materials, along with a copy of the Return Authorization number to: Lakeside Book Company>Returns Attn: Returns 677 Brighton Beach Road Menasha, WI 54952
Downloadable Products/Services	Supplemental purchases of downloadable products/services are final and non-refundable.
Real Estate Accelerator Only	You must notify us no less than one week prior to the class start date if you need to transfer to another class. If you do not notify us by the appropriate date and don't show up to class there will be no refunds given. If you do transfer to a new class date but will be required to pay a \$100 transfer fee

Defective materials may be exchanged for the same product within 90 days of delivery. All materials are shipped as promptly as possible based on product availability, usually within one (1) business day after receipt of order and payment processing. Orders are shipped via UPS Standard Ground unless otherwise instructed. For an additional fee, materials may be shipped by Next-Day or 2nd Day service. Next-Day and 2nd Day order requests must be received by 1:00 pm Eastern time to be delivered the following business day. Delivery dates are subject to UPS delivery schedules.

*Applicable Fees: Returns are subject to a \$20 Registration Fee. All associated shipping charges are non-refundable.

Refunds will be issued to the original payment method within 30 business days after the return is received and processed.

State Policies

Colorado Division of Private Occupational Schools
Refunds will be provided within 30 days of termination date provided the following conditions are satisfied. Termination date is the date the student receives written or verbal notice of a student's intention to terminate or cancel his/her enrollment, or the date on which the student fails to attend a scheduled class in accordance with the school's published attendance policy. For all courses and programs, the school will pay a full refund of all tuition and fees paid by a parent or guardian.



prospective student is not accepted by the school; (2) for classroom courses and programs, within three days after initial payment a student notifies the school of his or her intention to terminate the enrollment; or (4) the school ceases operation. For classroom courses and programs, the school will pay a full refund of tuition and fees paid less a cancellation charge (not to exceed the tuition for the course(s) the student is terminating when terminated more than 3 days after the date of enrollment but before the date of training) for correspondence courses and programs commences on the date of enrollment, so refund requests made more than 3 days after enrollment for correspondence courses are subject to the policy below. For refund requests and terminations made more than 3 days after initial enrollment or after training has commenced, we will refund 20% of the tuition (but not to exceed \$150.00) for all courses and then pay a refund based on the following policies. The refund charge does not apply to the full refund conditions described above, or to refunds under the Veterans Refund Policy set forth in the refund percentages described here shall be applied to full tuition and fees actually paid by the student after deducting the cost of books. If a student discontinues training or is terminated by the school, the following refund will be made to the student within 30 days of determination of the termination date (the date on which the school receives written or verbal notice of a student's intention to terminate the date on which the student violates the published attendance policy).

Refunds will be calculated as follows:	
A student terminating training...	is entitled to a refund of...
Within first 10% of program	90% refund less cancellation charge
After 10% but within 25% of program	75% refund less cancellation charge
After 25% but within 50% of program	50% refund less cancellation charge
After 50% but within 75% of program	25% refund less cancellation charge
After 75% completed	NO Refund
(if paid in full, no cancellation charge is applicable)	

Completion percentages will be determined by the number of classroom sessions attended, the number of correspondence lessons completed (if applicable), or the number of correspondence lessons that should have been completed beginning on the date of initial payment. The "lessons per week" standard shown for the satisfactory standards progress described above. For continuing education courses, after three days from enrollment students will not receive a refund but students will be given credit for the course of the student's choosing. Credit can be used for up to one year from the date of enrollment. Books and materials purchased for correspondence programs must be returned to the school before any refund can be issued and are not separately refundable. However, if a student returns the course materials, the cost of these materials will be deducted from the total refund given to the student. The charge will be based on the tuition fee charged for the equivalent self-study (correspondence) material. No refund is made for shipping materials which cannot be re-used will not be refunded. Retail books purchased from our bookstore that have not been opened will be returned for a full refund for up to 30 days from the date of purchase. Postponement of a starting date, whether at the request of the school or the student, requires a written agreement signed by the school. The agreement must set forth: (a) Whether the postponement is for the convenience of the school or the student, and the start date, beyond which the start date will not be postponed. If the course is not commenced, or the student fails to attend beyond the start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 30 days of the date set forth in the agreement, determined in accordance with the school's refund policy and all applicable laws and rules concerning the Occupational Education Act of 1981. The school policies for granting credit for previous training, if applicable, shall not affect the refund of a student who has a comment or complaint regarding the school is invited to write or call the school director personally at our location. This policy is Approved and Regulated by the Colorado Department of Higher Education, Private Occupational School Board (DPOS). Complaints to Section 12-59-118, C.R.S. or Section 12-59-115(6)(a), C.R.S., may be filed in writing or online with DPOS within two years after the training with the school or at any time prior to the commencement of training. Other complaints may be filed in writing or online with the Division of Private Occupational Education at 1560 Broadway, Suite 1600, Denver, CO 80202. Their phone number is 303-866-2723 and their website is <http://highereducation.com>. The policies and programs above are described in our College Bulletin, which is provided to students upon enrollment.

Kansas Board of Regents
Students are eligible for a full tuition refund (*less applicable fees) within 45 days of purchase, and only if the course or class is completed.

***Reschedules/Transfers**

If you need to reschedule (change the date) or transfer (change the location) of your Live Class, please contact our Customer Service department at (800) 636-9517. A class may be rescheduled/transferred up to four (4) times at no charge, provided you have not attended the class. If your request is within 7 days of your class start date, or after the class has started, you may be subject to a \$20 rescheduling fee. If you transfer/reschedule the same class more than four (4) times in an enrollment period, then rescheduling fees may apply to each subsequent reschedule/transfer. All reschedule/transfer requests are subject to space availability in the requested class dates. The rescheduled/transferred class must be of the same title as the prior enrollment.

Access Period & Extensions

In general, online access to study materials for Real Estate courses shall be granted for a period of up to 6 months from the date of purchase. Online access may be less than 6 months, if limited by state law or changes made at the discretion of Kaplan. Course titles are subject to change without notice.

Extension Policy

If you are unable to complete your course within the 6 month access period, extensions can be purchased [here](#). Please keep in mind that course access cannot exceed 18 months from the date of purchase and time limits may also be dependant upon state mandates. Please note some states restrict the number of extensions allowed to complete your education (see chart below). If you purchase an extension and are above the limit set by your state's real estate governing body, a Customer Support representative will contact you and provide a refund. If eligible, a 30 or 90 day extension can be purchased up to the



maximum extension period allowed by law. We reserve the right to deny extensions for courses that are planned for termination. Access period changes made at the discretion of Kaplan. Course titles are subject to change without notice.

Here are states current limits:

State	Max Pre-Lic:	Max CE:
AL	12 months	18 months
CA	12 months	12 months
IA	6 months	6 months
NC	6 months	30 days
NY	12 months	12 months
TN	12 months	12 months
**States not listed= Max 18 months		

Kaplan Commitment: If you purchased our real estate licensing program on or after 8/26/24, and take the state exam for which you prepared with us within 30 days of completing our program, you may select to continue to support your studies if you do not pass at no additional cost to you through the Kaplan Commitment.

To qualify for the Kaplan Commitment, (1) complete the Program Orientation within 14 days of enrollment (in Licensing with Exam Prep or Career Launcher Complete courses); (2) attempt your state licensing exam within 30 days of completing your required education (with the exception of testing dates that may be subject to the state licensing rules in which case within the state required time period); (3) initiate the Kaplan Commitment within 7 days of taking and not passing the state licensing exam by submitting the form at <http://www.kapre.com/real-estate/kaplan-commitment>; (4) engage in your studies using the personalized study plan and meet with the instructor as scheduled; and (5) attempt your state licensing exam within 30 days of your initial one-on-one meeting with the instructor.

The Kaplan Commitment access period and support services do not extend beyond 18 months and can be discontinued at Kaplan’s discretion if you do not adhere to your development plan, fail to meet with instructors when scheduled or if the state requires that the study period be less.

Technology Requirements: You agree that your equipment will meet the minimum system requirements set forth in Kaplan Real Estate Education’s electronic products, including Webcasts powered by SuperChat Technology™, Question Banks, Practice Exams, Mastery Exams, Online Exams and Quizzes, Video Lectures, Audio MP3s, eBooks, and InstructorLink™.

Content Modifications and Releases: You understand that Kaplan may revise the content of its Site and online products from time to time to meet its training objectives. It may add or remove materials that it considers as unnecessary or no longer relevant for exam preparation. Once the material is removed it will not be accessible and will not be available upon request. Study sessions may be released periodically and the multimedia content will be updated continuously. You accept this arrangement and understand that all content will be released in a timely manner. Course titles are subject to change without notice.

Performance Feedback: You will receive feedback about your performance on the tests and exams utilized in the products. You understand that the performance feedback is intended to highlight areas of your strengths and weaknesses and to assist you in your preparation for the exam. The performance feedback is in no way intended to act as a projection or a forecast of your actual exam score and is solely a diagnostic tool of your knowledge as you prepare for the exam. Your practice scores may be affected by factors beyond Kaplan’s control.

Administrative Portals: The courses include an administrator portal for organizations, employers, or schools that you may be associated with and who have contracted with Kaplan for the course on your behalf. The administrator portal contains data such as name, email, usage and performance data. When a third-party contracts with Kaplan to make arrangements for or pays for the courses on your behalf, the administrator portal is automatically available to that third-party and their authorized representatives.

Changes to the Terms of Use: Kaplan reserves the right to change or modify the Terms of Use or add terms at its sole discretion at any time. If you do not agree to the modified terms of the Terms of Use, you should discontinue use. Your continued access and use constitute binding acceptance of the modified Terms of Use.

Children Under the Age of 13: No one under the age of 13 may provide any information to or post any information on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not (i) use or provide any information on the Website or on or through any of its features, (ii) create an account on the Site, (iii) make any purchases through the Site, (iv) use any of the interactive or public comment features of the Site, or (v) provide any information about yourself to us.

Student Code of Conduct: Kaplan may remove from Programs students whom Kaplan deems in its discretion to be disruptive to the learning environment,



dangerous to other students or faculty, have failed to comply with school's health and safety policies, repeatedly violate policies such as classroom etiquette, have acted in a manner that shows lack of dignity and respect for faculty and/or students, have violated any intellectual property rights of Kaplan or others, or have engaged in academic misconduct, such as cheating or violating confidentiality. Students removed from Programs for violations of the Code of Conduct are not eligible for refunds or eligible to purchase other Programs.

Classroom Etiquette: You must follow proper classroom behavior when participating in the Program and engaging with fellow students and faculty online or in-person, as applicable:

Do Not Record. You cannot take photos or videos of others, or the presentation, without permission. You cannot share or post pictures or videos of others without their knowledge or permission.

Be Professional. Dress with clothes appropriate for class. You are responsible for your screen name, computer screen and background displayed to others. You may not display any offensive or inappropriate material on your person or your screen.

Be Respectful and Kind. Ask appropriate questions, and be willing to listen to fellow students and engage in the learning process. Do not dominate other students' opportunity to learn by asking too many questions. When asking questions and making comments, keep them related to the discussion at hand. Do not abuse the chat box.

Be Prepared to Learn. Arrive to class on time and come to class prepared. Refrain from checking any other websites (social media, gaming, etc.) or messages during class.

Eliminate Distractions. Mute yourself until you are called on to speak. Turn mobile phones off. Choose a location that will not cause distraction for you or others who will view your screen or hear your background noise during class.

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- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely (or print a single copy) for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

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The Notice of Infringement contains requested information that substantially complies with the safe harbor provisions of the Digital Millennium Copyright Act, 17 USC. § 512(c)(3)(A), providing that to be effective under this subsection, a notification of claimed infringement must be a written communication provided to the designated agent of a service provider that includes substantially the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works at the Site.
- Identification of the material that is claimed to be infringing or to be the



subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.

- Information reasonably sufficient to permit the service provider to contact the complaining party such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Notification from a copyright owner or from a person authorized to act on behalf of the copyright owner that fails to comply substantially with the provisions above shall not be considered as providing actual knowledge or an awareness of facts or circumstances from which infringing activity is apparent.

Our Copyright Agent can be reached as follows:

By mail:

Attn: Copyright Agent
1515 W Cypress Creek Road
Fort Lauderdale, FL 33309

By phone: (312) 385-1246

By email: copyright@kaplan.edu

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Arbitration and Class/Collective Action Waiver: Any and all disputes arising from or related to this Agreement, including whether the dispute is arbitrable

and the scope of this arbitration agreement, shall be finally resolved by arbitration administered by a single arbitrator under the then-applicable rules of the American Arbitration Association (as modified herein) in accordance with the Federal Arbitration Act. The arbitration shall be governed by and construed by federal law to the fullest extent possible. Unless otherwise agreed by the parties, the arbitration shall take place in the largest U.S. city within 100 miles of your permanent residence. If You reside outside the United States, then the arbitration shall take place in accordance with the American Arbitration Association Consumer Rules and Protocol. Judgment on the arbitral award may be entered in any court having jurisdiction thereof.

To the maximum extent permitted by law, should You wish to initiate a legal action against Kaplan in arbitration, You waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Kaplan or a related entity is a party. The same applies to Kaplan's legal actions against You. Thus, You and Kaplan agree that each may bring claims in arbitration against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class. Further, unless both You and Kaplan agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over a representative or class proceeding.

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Miscellaneous: These Terms supersede all prior oral or written agreements and constitute the entire agreement between the parties. Terms cannot be changed or modified orally. If any provision of Terms is found to be unenforceable for any reason, such provision shall be construed by limiting it to make it enforceable to the maximum extent permitted by law, and the remainder of Terms shall continue in full force and effect.

Contact: All comments, queries and requests relating to these Terms and Conditions are welcomed and should be addressed as follows:

By mail: Kaplan Inc. 1515 W Cypress Creek Road, Fort Lauderdale, FL 33309

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- You acknowledge that access to the program or service may cease when traveling or relocating outside the U.S. into countries or regions subject to economic and/or trade sanctions by the U.S. Treasury Department or other authorities;
- Program sessions may be delivered through communications technologies including but not limited to Zoom, AdobeConnect, Brightcove, WebEx, E360 where recording may be enabled by the instructors or coaches (collectively "host(s)"). You will receive a notification (visual or otherwise) when recording is enabled in a class, tutoring or coaching session. You agree that Kaplan and any third-party technology vendor used to deliver the instruction, has consent to record any participation you choose to engage in during the sessions (i.e. chats, shared screen time initiated by you). The recordings may be made available to other Kaplan students for instruction, may be used internally for quality assurance and training to improve the programs or services, or for other internal purposes; and
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- Florida Real Estate
- Minnesota Real Estate
- North Carolina Real Estate
- Texas Real Estate
- New Mexico Real Estate
- All Real Estate Courses

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- California CE Courses
- Minnesota Licensing Courses
- Minnesota CE Courses
- North Carolina Licensing Courses
- North Carolina CE Courses
- Texas Licensing Courses
- Texas CE Courses

RESOURCES

- How to Become a Real Estate Agent
- Is a Career in Real Estate Right for You?
- What Makes a Good Real Estate Agent?
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